

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509610

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900473923		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEB Inc.		10/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Explorance Corp.		
Street Address:	350 N. Orleans Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2705196	METRICS THAT MATTER	
Registration Number:	2676446	KNOWLEDGEADVISORS	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	109149.113		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	02/11/2019		
Total Attachments: 5			
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AMENDED AND RESTATED ASSIGNMENT AGREEMENT AND BILL OF SALE

THIS AMENDED AND RESTATED ASSIGNMENT AGREEMENT AND BILL OF SALE (this "**Agreement**"), dated as of February 8, 2019, is made and delivered by Gartner, Inc., a Delaware corporation ("**Parent**"), CEB Inc., a Delaware corporation ("**US Seller**" and, together with Parent, "**US Sellers**") and Gartner U.K. Limited, organized under the laws of England and Wales ("**UK Seller**" and, together with US Sellers, the "**Sellers**") to Explorance Corp., a Delaware Corporation ("**Buyer**"), pursuant to, and subject to the terms and conditions of, that certain Asset Purchase Agreement, dated as of September 3, 2018, among Sellers and Buyer (the "**Purchase Agreement**"). Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings given to such terms in the Purchase Agreement.

WHEREAS, on October 31, 2018, pursuant to the terms and conditions of the Purchase Agreement, Sellers and Buyer entered into an assignment agreement and bill of sale (the "**Initial Bill of Sale**").

WHEREAS, on October 31, 2018, Sellers transferred and assigned to Buyer, and Buyer received and assumed from Sellers, all of Sellers' right, title and interest in and to all of the Transferred Assets, pursuant to the terms of, and in consummation of the transactions contemplated by, the Purchase Agreement.

WHEREAS, as of October 31, 2018, Buyer has assumed from Sellers, all of the Assumed Liabilities, pursuant to the terms of, and in consummation of the transactions contemplated by, the Purchase Agreement.

WHEREAS, Sellers and Buyer desire to enter into this Agreement in order to amend and restate the Initial Bill of Sale to clarify and expressly refer, as provided for in the Purchase Agreement, to the sale, conveyance, transfer, assignment and delivery of the goodwill attached to the business related to the Transferred Assets.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties agree as follows:

1. **Initial Bill of Sale.** This Agreement entirely amends, restates, consolidates and supplements the provisions of the Initial Bill of Sale.

2. **Transferred Assets.** Upon the terms and subject to the conditions of the Purchase Agreement, on the Closing Date, Sellers sold, conveyed, transferred, assigned and delivered to Buyer, and Buyer purchased and accepted, all of Sellers' right, title and interest in and to the Transferred Assets (but for the avoidance of doubt, excluding the Excluded Assets), including but not limited to the Intellectual Property assets listed in **Schedule A** attached herewith, together with all of the goodwill attached to the business related thereto, as such assets existed on the Closing Date.

3. **Assumed Liabilities.** On the terms and subject to the conditions set forth in the Purchase Agreement, as of the Closing Date, Buyer has assumed the Assumed Liabilities and agreed to discharge and perform when due the Assumed Liabilities (but for the avoidance of doubt, excluding the Excluded Liabilities).

4. **Conflicts.** This Agreement is being executed and delivered pursuant to, and subject to the terms and conditions of, the Purchase Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties, covenants and agreements set forth in the Purchase Agreement. Notwithstanding anything to the contrary herein, in the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. Further Assurances. Each of the parties hereto shall use its commercially reasonable efforts to execute and deliver, at the reasonable request of the other party hereto, such additional documents, certificates, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

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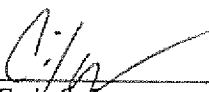
IN WITNESS WHEREOF, Buyer and Sellers have executed this AGREEMENT as of the date first above written.

SELLERS:

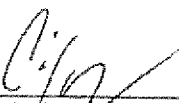
Gartner, Inc.

By: 
Name: Craig Saffian
Title: EVP & Chief Financial Officer

CEB Inc.

By: 
Name: Craig Saffian
Title: President

Gartner U.K. Limited

By: 
Name: Craig Saffian
Title: Director

SIGNATURE PAGE TO
BILL OF SALE

TRADEMARK
REEL: 006557 FRAME: 0209

IN WITNESS WHEREOF, Buyer and Sellers have executed this AGREEMENT as of the date first above written.

BUYER:

Explorance Corp.

By: 

Name: MARC LAMY
Title: CFO/SECRETARY

Explorance Corp.
350 N. Orleans St. 9th Floor,
Chicago, IL 60654
Attention: Samer Bekai Saab, Director and President

Schedule A

a. Copyrights

Title	Reg. No.	Current Owner
Smart Sheet - Training Follow Up Evaluation (Manager Feedback)	TX7608597	CEB, Inc.
Advanced Follow Up Survey	TX7656951	CEB, Inc.
Advanced Post Event Survey- Instructor Led Training (ILT)	TX7656953	CEB, Inc.
Advanced Post Event Survey - Online Facilitated	TX7656954	CEB, Inc.
Smart Sheet - Training Follow Up Evaluation	TX7633037	CEB, Inc.
Advanced Post Event Survey - web- based/self paced	TX7656949	CEB, Inc.
Smart Sheet - Post Event Evaluation (Instructor Led Training)	TX7608588	CEB, Inc.
Metrics That Matter	TX7608591	CEB, Inc.
Smart Sheet -Post Event Evaluation (Online Facilitated Training)	TX7633041	CEB, Inc.
Advanced Manager Survey	TX7656952	CEB, Inc.
Smart Sheet - Post Event Evaluation (Self- Paced Web- Based Training)	TX7633035	CEB, Inc.

b. Trademarks

Trademark	Country	Status	App. No.	File Date	Reg. No.	Reg. Date
KNOWLEDGEADVISORS	USA	Registered	139 ORD 76/190471	01/18/01	2,676,446	01/21/03
METRICS THAT MATTER	USA	Registered	ORD 76,190472	01/08/01	2,705,196	04/08/03

c. Domain Names

Domain Name	Registered Owner	Status	Renewal Date
Knowledgeadviser.com	CEB NA	Active	2/19/18
Knowledgeadvisors.com	CEB NA	Active	11/10/17
Metricsthatmatter.com	CEB NA	Active	10/27/17
Mtmlearning.com	CEB NA	Active	5/8/18

- d. All other Intellectual Property that is owned or being developed by, or on behalf of, Sellers and exclusively used, or (only with respect to Intellectual Property that is being developed) intended to be exclusively used, in connection with the conduct of the Business, including for the avoidance of doubt but not limited to the Metrics That Matter application and all of its components and add-ons that are owned or being developed by, or on behalf of, Sellers and which are necessary to provide or satisfy any obligations under the Transferred Contracts.
- e. The book entitled "Learning Analytics," all abridgements and summaries thereof and all copyrights related thereto.

Items (a) – (e) collectively shall be referred to as the "Transferred IP."